

AGREEMENT

Section 1. Compensation and Payment

- A. County shall pay Contractor additional amounts to continue providing Services under the terms and conditions of the Agreement, and in accordance with Exhibit "D" attached hereto and incorporated fully by reference.
- B. The Maximum Compensation payable to Contractor for Services rendered under this Amendment shall not exceed Four Hundred Thousand dollars and 00/100 (\$400,000.00).
- C. In no case shall the amount paid by County for all Services under this Amendment exceed the Maximum Compensation without written agreement executed by both parties.

Section 2. Limit of Appropriation

- A. Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Amendment, that County shall have available the total maximum sum of Four Hundred Thousand dollars and 00/100 (\$400,000.00) specifically allocated to fully discharge any and all liabilities County may incur.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed Four Hundred Thousand dollars and 00/100 (\$400,000.00).
- C. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by County under this Amendment, County shall notify all necessary parties that the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to County.

Section 3. Time of Performance or Term

- A. The parties agree the terms and conditions of the Agreement have remained in effect to date and are hereby extended to include the term from January 1, 2023 through December 31, 2023.

Except as provided herein, all terms and conditions of the Agreement, including the Maximum Compensation, any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail regarding the conflict.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2023.

FORT BEND COUNTY

CANNON COCHRAN MANAGEMENT

KP George, County Judge

Rodney J. Golden
Authorized Agent- Signature

Date

Rodney J Golden
Authorized Agent- Printed Name

COO
Title

3/28/23
Date

ATTEST:

Laura Richard, County Clerk

APPROVED:

Wyatt Scott

Wyatt Scott

Fort Bend County Risk Management Director

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Ed Sturdivant, County Auditor

i:\agreements\2023 agreements\purchasing\purchasing\cannon cochran managment (23-purch-500010-a1)\amendment to cannon cochran management agreement.(23-purch-500010-a1).docx bo

Exhibit D:
Pricing

FORT BEND COUNTY, TX FEE AND PAYMENT SCHEDULE

| Service Agreement Term: | |
|--|--|
| <i>Services:</i> | <i>Fees:</i> |
| Claims Administration | |
| <p>CCMSI will manage all workers' compensation claims for the Life of Agreement for a per claim fee as follows:</p> <p>Claims will be analyzed by the number and type of claim on an on-going basis and priced on a per claim basis as outlined below. The claim volume listed below is based on the loss data provided from Ft. Bend County. The claim volume is subject to change based on the County's claims experience.</p> <p><u>Workers' compensation:</u></p> <p>Indemnity claims @ \$1,125/per claim – 27 claims</p> <p>Medical only claims @ \$175/per claim – 151 claims</p> <p><u>Liability</u></p> <p>Auto Liability:</p> <p>Bodily Injury claims @ \$990/per claim – 8 claims</p> <p>Property Damage claims @ \$375/per claim – 25 claims</p> <p>General Liability:</p> <p>Bodily Injury claims @ \$990/per claim – 7 claims</p> <p>Property Damage claims @ \$375/per claim – 18 claims</p> <p>Employment Practices Liability @ \$990/per claim Law Enforcement Liability @ \$990/per claim</p> <p>Incident/record only @ \$25/per incident. No fee if entered online to iCE. Fast track/ for claims already disposed of by County - \$250/per claim</p> <p><u>Takeover Claim Fees:*</u></p> <p>Indemnity WC - \$585 per claim – 8 claims</p> <p>Liability Bodily Injury - \$550 per claim – 8 claims</p> <p>Liability Physical Damage - \$275 – 12 claims</p> <p>* On claims remaining open beyond 24 months of receipt by CCMSI files will be billed at a rate of \$45.00 per month per open claim file considered an active file. The maximum amount to be billed per file will be equal to the per claim</p> | |
| | <p>\$30,375</p> <p>\$26,425</p> <p>\$7,920</p> <p>\$9,375</p> <p>\$6,930</p> <p>\$6,750</p> <p>\$4,680</p> <p>\$4,400</p> <p>\$3,300</p> |

| | |
|--|---------------------------------|
| <p>prices quoted above. Billing for these files will conclude the first of the month after claim closure.</p> <p>Contractor may request price increase with Fort Bend County's approval. There may be a 3% fee increase to claim fees only per year following an acceptable independent audit (Auditor to be selected by Fort Bend County) with a pass rate of 90%. Auditor will audit claims for compliance to CCMSI Claims Handling Practices (see Proposal Response to FBC RFP 19-086), Fort Bend County Insurers' claims handling & reporting requirements, and any additional FBC special claim handling instructions on file with CCMSI.</p> <p><u>Workers' Compensation Claim Definitions</u></p> <ul style="list-style-type: none"> ▪ Indemnity Claims – Claims involving lost-time, questionable compensability, legal involvement, subrogation (with the exception of routine Medical Only Claims), second injury fund, probable permanent impairment/disability, jurisdictional issues, coverage issues or claims involving complex issues that are assigned or transferred to the indemnity adjuster for claims handling. ▪ Medical Only Claims – Claims which have no issues of lost time, no evidence of other indemnity benefit exposure, no obvious question of compensability, no evidence of complicated or beyond routine basic subrogation or second injury fund recovery, no evidence of problematic medical issues and no requirement or need for any formal statements. ▪ Report Only/Incident Only Claims – Reported claims which require only input into RMIS system and requires no claims management activity. | |
| <p>Annual Administration</p> | <p>\$10,015</p> |
| <ul style="list-style-type: none"> • Dedicated client service team • Development of specific client service requirements • Monthly loss reporting • Quarterly claim reviews at client's request • Issuance of 1099's • Assistance in filing of all required state forms including state mandated assessments <ul style="list-style-type: none"> ○ If Client has directed CCMSI to utilize a third party vendor selected by Client for the provision of services then such assistance will be the responsibility of the third party vendor • Workers' compensation claim packets/state forms • Preparation for, compliance with and response to regulatory audits • Account Management and Administration | <p>10% of claim fee.</p> |
| <p>Account Set-up (One time only fee)</p> | <p>\$5,000</p> |
| <p><u>Initial set-up meeting to review and establish the following:</u></p> | |

| <ul style="list-style-type: none"> • Computer Set-up • Banking and Funding • Reports • Special Claim Handling Guidelines • All Other Miscellaneous Start-up Issues | | | | | | | | | |
|---|--|------------|--------------------------------|-----------------|-------------------------------|-----------------|---|----------------------------|-------------------|
| Internet Claim Access | | | | | | | | | |
| <p><u>Internet claims system access which includes:</u></p> <ul style="list-style-type: none"> • Viewing access to all claims data • Risk Management statistical analysis • Comprehensive and complete access to claims management process • On-line reports • On-line reporting capability via the internet • Ability to generate OSHA 301 Form First Report of Injury | <p>\$2,500 per year for up to 10 users. \$200 per user over 10 users.</p> | | | | | | | | |
| Loss Control Services | | | | | | | | | |
| <div style="border: 1px solid black; padding: 5px;"> <p>CCMSI will provide the Client loss control services upon mutual agreement of the parties. The client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices.</p> <p>CCMSI assumes no responsibility for the detection, identification, communication, mitigation, or elimination of any unsafe condition or practice associated with the safety program of any client. Further, CCMSI assumes no responsibility for any injury sustained by an employee of the client.</p> </div> | N/A | | | | | | | | |
| Managed Care Service | | | | | | | | | |
| <p style="text-align: center;">Provider Bill Re-pricing</p> <table border="1" data-bbox="240 1247 1138 1493"> <thead> <tr> <th><i>Service</i></th> <th><i>Fee</i></th> </tr> </thead> <tbody> <tr> <td>Usual and Customary re-pricing</td> <td>\$8.00 per bill</td> </tr> <tr> <td>Fee Schedule state re-pricing</td> <td>\$8.00 per bill</td> </tr> <tr> <td>Medical Bill State Reporting for applicable medical bills to reportable state</td> <td>\$1.50 per reportable bill</td> </tr> </tbody> </table> <p style="text-align: center;">Hospital Bill Negotiations</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Hospital Bill Negotiations below fee schedule is billed at 27% of savings</p> </div> <p style="text-align: center;">Pharmacy Network Services</p> <div style="border: 1px solid black; padding: 5px;"> <p>PBM - Retail Pharmacy Brand: AWP - 17% Generic: AWP - 78%; Mail Order Brand: AWP - 18% Generic: AWP - 80%. Dispensing Fee: B= \$2.61, G= \$2.61. Other - Network access fee of 28% of savings or \$8 flat fee.</p> </div> | <i>Service</i> | <i>Fee</i> | Usual and Customary re-pricing | \$8.00 per bill | Fee Schedule state re-pricing | \$8.00 per bill | Medical Bill State Reporting for applicable medical bills to reportable state | \$1.50 per reportable bill | See Detail |
| <i>Service</i> | <i>Fee</i> | | | | | | | | |
| Usual and Customary re-pricing | \$8.00 per bill | | | | | | | | |
| Fee Schedule state re-pricing | \$8.00 per bill | | | | | | | | |
| Medical Bill State Reporting for applicable medical bills to reportable state | \$1.50 per reportable bill | | | | | | | | |

| | |
|---|--------------------------------|
| State Reporting Claims EDI | |
| Initial reporting \$15 per report Subsequent reports \$10 per | \$15 FROI \$10 SROI |
| Index Bureau | \$20.00/Per Index |
| Subrogation | 15% of Recovery |
| MMSEA Section 111 Reporting | \$25/Per Claim Hit |
| CCMSI in conjunction with our reporting agent will comply with MMSEA Section 111 Reporting on behalf of Ft. Bend County, TX. <ul style="list-style-type: none"> All injury claims will be queried to CMS for Medicare eligibility (no charge). CCMSI will collect additional mandatory data on claims where Medicare eligibility has been verified. CCMSI along with our reporting agent will report all claims meeting the reporting guidelines as set forth by CMS. (one-time \$25 per claim fee) | |
| Carrier Fees | TBD |
| If applicable, Client will be responsible for payment of any carrier fees associated with the transition of claim handling responsibilities to CCMSI. | |
| Special System Reports | \$125 an hour |
| CCMSI will provide special reports, (reports not currently programmed or written) for a fee of \$125 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done. | |
| GRAND TOTAL | \$117,530 |
| Fee & Payment Schedule | |
| <p>The quarterly installments will be due on 01/01/2020, 04/01/2020, 07/01/2020 and 10/01/2020.</p> <p>Subsequent year service fees may be subject to an annual 3% increase as previously indicated in Claims Administration as proposed in this schedule above.</p> | |

Revised 12.29.21